

## **EXHIBIT SS**

From: John O'Rourke  
Sent: Mon 4/04/2016 6:28 PM (GMT-05:00)  
To: Robert Ladd  
Cc:  
Bcc:  
Subject: Fwd: Term sheet for D-Vasive  
Attachments: D-Vasive Asset Purchase Term Sheet.docx

Rob,

Please see attached proposed term sheet for review.

----- Forwarded message -----

From: **John O'Rourke** <[tagjohn@gmail.com](mailto:tagjohn@gmail.com)>  
Date: Tuesday, March 29, 2016  
Subject: Term sheet for D-Vasive  
To: Johnny Bgood <[mcafeenomad@gmail.com](mailto:mcafeenomad@gmail.com)>

John,

Please see attached a proposed term sheet for the asset purchase of D-Vasive.

I am available to further discuss today.

Best regards,

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John O'Rourke  
(561) 961-4343 Office  
(610) 247-3917 Cell  
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**PLAINTIFF'S  
EXHIBIT  
Ladd 65**

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**TERM SHEET FOR DISCUSSION PURPOSES****Proposed Asset Purchase****D-Vasive**

This Term Sheet sets forth the principal terms with respect to the proposed acquisition (the “*Asset Purchase*”) of 100% of the outstanding securities of **D-Vasive** (the “*Target*” or “*D-Vasive*”) by a New York Stock Exchange (NYSE MKT) listed company (the “*Company*”). The Company’s current stock price is approximately \$0.30 per share. The parties acknowledge and agree that only the provisions set forth in Part II of this Term Sheet (the “*Binding Provisions*”) are legally binding and enforceable agreements. In all other respects, this Term Sheet represents only the intent of the Company and D-Vasive, does not constitute a contract or agreement and is not binding and shall not be enforceable against either D-Vasive or the Company, or disclosed by any party, except as may be required by applicable law or in connection with obtaining financing or approvals for the transactions contemplated herein. Other than with respect to the Binding Provisions, the parties acknowledge and agree that neither D-Vasive nor the Company shall be bound unless and until the parties have satisfactorily completed due diligence and shall have executed definitive agreements with respect to the transactions contemplated hereby and then only upon the terms and conditions set forth in such definitive agreements. The Binding Provisions set forth in Part II shall survive any termination or expiration of this Term Sheet.

**PART I**

- Acquirer/Issuer:** The Company’s shares of common stock are currently trading on The New York Stock Exchange MKT.
- Target:** D-Vasive (the “*Target*”, or “*D-Vasive*”)
- Type of Securities:** Common Stock of the Company (“*Common Stock*”)
- Conditions:** The Company shall satisfy the following requirements:
- The Company is current with all its Exchange Act filings.
  - The Company has audited financial statements from a PCAOB registered accounting firm.
  - The Company shall have approximately \$1,500,000 in net cash at Closing to be used as operating capital by D-Vasive post-Closing.
- Structure:** The parties will endeavor to structure the Asset Purchase in the most tax efficient manner as advised by Company counsel.

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<b>Consideration:</b>	In connection with the Asset Purchase, John McAfee shall receive \$250,000 in cash and 15,000,000 shares of Common Stock of the Company in exchange for all of the outstanding securities of D-Vasive on a fully-diluted basis.
<b>Employment Agreement:</b>	John McAfee shall be appointed as CEO of the Company and shall receive a minimum salary of \$200,000 per annum plus a target bonus and Option package.
<b>Share Structure Post Asset Purchase:</b>	As set forth on <u>Annex A</u> hereto.
<b>Closing:</b>	The Closing will occur promptly after the parties negotiate mutually acceptable definitive documentation, which will include, without limitation, an agreement and plan of merger or share exchange and stock purchase agreement.
<b>Conditions and Approvals:</b>	Subject to the "Effect and Enforceability" clause below, the obligations of the parties hereto to close the transactions contemplated by the definitive documentation shall be conditioned upon the requisite stockholder and board approval, the material accuracy of the representations and warrants of the other parties, performance in all material respects of all covenants required to be performed at or prior to each of the closings, satisfactory completion of due diligence by the parties hereto and other conditions to closing customary in transactions of this type. The parties shall cooperate fully with each other in preparing all such documentation, obtaining all necessary approvals, waivers and consents and complying with applicable regulatory and governmental requirements including the requirement for shareholder approval as required by the NYSE MKT prior to consummation of the Merger.
<b>Effect and Enforceability:</b>	This Term Sheet constitutes merely an outline of the principal intended terms of the proposed transaction to facilitate the negotiation and preparation of the definitive documentation. Neither this Term Sheet nor the negotiations or understandings prior to the execution of the definitive documentation is intended to be or shall constitute binding and legally enforceable agreement of the parties, except the provisions contained in Part II shall be binding on the parties. Each party covenants not to institute or participate in any proceeding seeking to establish a contrary interpretation. Each party acknowledges that either party may abandon negotiations toward the definitive documentation at any time for any reason or for no reason, in such party's sole and absolute discretion.
<b>Execution of Term Sheet:</b>	Each party agrees that this Term Sheet may be executed by handwritten or electronic signature of a person authorized to execute this Term Sheet on behalf of each party, respectively, in one or more counterparts each of which will be deemed to be an original and all of which, when taken together, will be deemed to constitute one and the same document.

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**PART II**

**Confidentiality:** This Term Sheet is confidential, and none of its provisions or terms shall be disclosed to anyone who is not a prospective purchaser of the securities contemplated herein, or an officer or director of the Company or D-Vasive or the Company's or D-Vasive's agent, adviser, or legal counsel, unless required by law.

**Expenses:** Each party will bear its own costs and expenses in connection with the matters contemplated herein. Upon closing of the transaction, D-Vasive will satisfy and pay costs (such as costs of auditors, transfer agents, and counsel) from the closing proceeds, including as may be outstanding for periods prior to the transaction.

**Additional Agreements:** The parties will treat all of the material information received from each other as confidential, including the terms and existence of this Term Sheet, and shall enter into a mutual nondisclosure agreement in form and substance reasonably satisfactory to both parties upon request. In the event the transaction is not consummated or termination of this Term Sheet, each party will return all of the confidential information of the other party without retaining any copies. Notwithstanding the foregoing, to the extent required under applicable law, the Company will be permitted to disclose information as needed if reasonably connected to the transaction, the Offering, and other matters referred to herein.

The parties agree to the exclusive jurisdiction of the state or federal courts located in New York County, New York in the event of any dispute relating to this Agreement or the matters set forth herein. This Agreement shall be governed by the internal laws of the State of New York without reference to principles of conflicts of laws.

**[Signature Page Follows]**

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**AGREED AND ACCEPTED:**

**D-Vasive**

**Pubco**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Date:

Date:

**CONFIDENTIAL****Annex A****Share Structure Post Asset Purchase**

	<b>Fully Diluted Common Stock Equivalent</b>	<b>Cash on Closing</b>
<i>PUBCO:</i>		
NYSE MKT Company Including Cash	35,000,000	\$2,000,000
<i>D-VASIVE:</i>		
D-Vasive Shareholders	15,000,000	(\$250,000)
<b>Total Fully Diluted Capitalization:</b>	<b>50,000,000</b>	<b>\$1,750,000</b>